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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91221905
Party	Defendant Alan Nathan
Correspondence Address	KAMRAN FATTAHI LAW OFFICES OF KAMRAN FATTAHI 15303 VENTURA BLVD STE 900 SHERMAN OAKS, CA 91403-3199 UNITED STATES Kamran@FattahiLaw.com
Submission	Other Motions/Papers
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Signature	/Kamran Fattahi/
Date	06/14/2016
Attachments	2016-6-14-TTAB Consented Motion re Mothers Auxiliary Opposition-91221905.pdf(50360 bytes) 2016-6-14-Ex A of TTAB Consented Motion re Mothers Auxiliary Opposition-91221905.pdf(339194 bytes)

IN THE UNITED STATES PATENT & TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

AVA RUHA CORPORATION, dba)	In re Application of Alan Nathan
MOTHER'S MARKET & KITCHEN,)	Mark: MOTHER'S AUXILIARY
) Applic. Serial No. 86/366,231
Opposer,)	Applic. Filed: Aug. 14, 2014
) Applic. Published: Jan. 13, 2015
v.)	
) Opposition No. 91221905
ALAN NATHAN,)	
Applicant.)	

Attn: TTAB
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

CONSENTED MOTION TO SUBSTITUTE OPPOSER, TO AMEND APPLICATION,
AND TO WITHDRAW OPPOSITION

Pursuant to a settlement between the parties of the disputes that were the subject of the instant opposition, Ava Ruha Corporation, dba Mother's Market & Kitchen ("Opposer"), and Alan Nathan ("Applicant"), through their attorneys, hereby submit this Consented Motion seeking an appropriate order from the TTAB to do the following: (1) substitute "Mother's Market & Kitchen, Inc." as the assignee of the pleaded registrations in place of Opposer; (2) amend the identification of the services in Application Serial No. 86/366,231 that is the subject of this opposition; and (3) withdraw the instant opposition upon the granting of the requests in items 1 and 2 above.

1. Consented Motion to Substitute Opposer

Mother's Market & Kitchen, Inc., a Delaware corporation, having an principal place of business at 100 Kalmus Drive, Costa Mesa, CA 92626, is the successor in interest to the original Opposer Ava Ruha Corporation, and is the assignee of the pleaded marks and registrations, pursuant to an assignment document recorded with the USPTO's Assignment Division on January 13, 2016 (see attached copy of the assignment and Notice of Recordation attached hereto as **Exhibit A**). As a result, the original Opposer should be substituted by "Mother's Market & Kitchen, Inc." as the assignee of Opposer's pleaded marks and registrations.

2. Consented Motion to Amend ID of Services in Applicant's Application

The parties consent and request the Board's approval to amend the identification of services listed in Applicant's subject Application Serial No. 86/366,231 for the MOTHER'S AUXILIARY mark by deleting "restaurant services," and more specifically as follows:

Current ID of services: "Bar services; restaurant services" (Int'l Class 43).

Proposed amended ID of services: "Bar services" (Int'l Class 43).

3. Consented Motion to Withdraw Opposition

Pursuant to a settlement of the disputes between the parties that was the subject of the instant opposition, and with the consent of Applicant, Opposer moves and requests the Board to withdraw the instant opposition proceeding.

Respectfully submitted,

Dated: June 14, 2016

/s/Kit Stetina/
Kit Stetina
STETINA BRUNDA GARRED & BRUCKER
75 Enterprise, Suite 250
Aliso Viejo, CA 92656
Tel: (949)855-1246
kstetina@stetinalaw.com

Attorneys for Opposer

Dated: June 14, 2016

/s/Kamran Fattahi/
Kamran Fattahi
LAW OFFICES OF KAMRAN FATTAHI
15303 Ventura Blvd., Suite 900
Sherman Oaks, California 91403
Tel: (818) 205-0140
E-mail: Kamran@FattahiLaw.com

Attorneys for Applicant, Alan Nathan

CERTIFICATE OF SERVICE

As counsel for Applicant, pursuant to stipulation between the parties' respective attorneys to accept service in this proceeding by e-mail, I hereby certify that I caused a true and correct copy of the attached CONSENTED MOTION TO SUBSTITUTE OPPOSER, TO AMEND APPLICATION, AND TO WITHDRAW OPPOSITION (In re Opposition No. 91221905) to be served on this date via e-mail upon Opposer's attorney of record as follows:

Opposer's Attorney of Record

Kit Stetina
STETINA BRUNDA GARRED & BRUCKER
75 Enterprise, Suite 250
Aliso Viejo, CA 92656
Tel: (949)855-1246
kstetina@stetinalaw.com; opposition@stetinalaw.com

Dated: June 14, 2016

/s/Kamran Fattahi/
Kamran Fattahi
LAW OFFICES OF KAMRAN FATTAHI
15303 Ventura Blvd., Suite 900
Sherman Oaks, California 91403
Tel: (818) 205-0140
E-mail: Kamran@FattahiLaw.com

Attorneys for Applicant,
Alan Nathan

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM368985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ava Ruha Corporation		12/30/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mother's Market & Kitchen, Inc.		
Street Address:	100 Kalmus Drive		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1440871	MOTHER'S MARKET & KITCHEN	
Registration Number:	4351038	MOTHER'S MARKET & KITCHEN	
Registration Number:	4668030	MOTHER'S KITCHEN	
Registration Number:	4712868	MOTHER'S MARKET	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6178321000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis, Esq.		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	30154.00025		
NAME OF SUBMITTER:	Joshua S. Jarvis, Esq.		
SIGNATURE:	/Joshua S. Jarvis, Esq./		
DATE SIGNED:	01/13/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment") is made as of December 30, 2015, by Ava Ruha Corporation, a California corporation (the "Seller"), in favor of Mother's Market & Kitchen, Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of August 4, 2015, by and between MRMMK Hold Co., a Delaware corporation, Buyer, Seller and the other parties named therein, as amended to date (as so amended, the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all right, title and interest in, to and under the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives (including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents) as reasonably requested by Buyer, including as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement

shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts; Facsimile. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first written above.

AVA RUHA CORPORATION

By: [Signature]
Name: Ramona George Payette
Title: Chief Executive Officer

Address for Notices:
100 Kalmus Dr
Costa Mesa, CA 92626
Attention: Chief Executive Officer

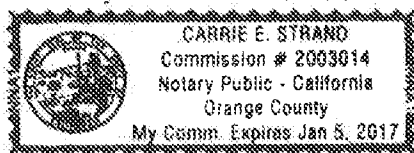
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CA)
COUNTY OF Orange) ss.

On 12/29, 2015, before me, the undersigned, a Notary Public in and for such State, personally appeared Ramona George Payette, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a CEO (title) of Ava Ruha Corporation.

WITNESS my hand and official seal.

[SEAL]



Carrie Strand
Notary Public
My Commission expires on: Jan 5, 2017

Accepted:
MOTHER'S MARKET & KITCHEN, INC.

By: _____
Name: Justin C. Jacobs
Title: President & Chief Executive Officer
Address for Notices:
c/o Mill Road Capital II, L.P.
382 Greenwich Avenue, Suite One
Greenwich, CT 06830
Attention: President and Chief Executive Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first written above.

AVA RUHA CORPORATION

By: _____

Name: Ramona George-Payette

Title: Chief Executive Officer

Address for Notices:

100 Kalmus Dr

Costa Mesa, CA 92626

Attention: Chief Executive Officer

STATE OF _____)
COUNTY OF _____) ss.

On _____, 2015, before me, the undersigned, a Notary Public in and for such State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a _____ (title) of Ava Ruha Corporation.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My Commission expires on: _____

Accepted:

MOTHER'S MARKET & KITCHEN, INC.

By: _____

Name: Justin C. Jacobs

Title: President & Chief Executive Officer

Address for Notices:

c/o Mill Road Capital II, L.P.


382 Greenwich Avenue, Suite One

Greenwich, CT 06830

Attention: President and Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Jurisdiction	Mark	Record Owner	Serial No. & Filing Date	Reg. No. & Reg. Date	Status
China		Ava Ruha Corporation	10449805 1/29/12	10449805 4/14/2015	REGISTERED Renewal Due 4/13/2025
United States		Ava Ruha Corporation	73/472,414 3/26/84	1,440,871 5/26/87	REGISTERED Renewal Due 5/26/17
California State		Ava Ruha Corporation	---	72686B 4/2/84	REGISTERED Renewal Due 4/2/19
United States	MOTHER'S MARKET & KITCHEN	Ava Ruha Corporation	85/513,791 1/11/12	4,351,038 6/11/13	REGISTERED Affidavit of Use due 6/11/19 Renewal due 6/11/23
United States	MOTHER'S KITCHEN	Ava Ruha Corporation	85/745,711 10/4/12	4,668,030 1/6/15	REGISTERED Affidavit of Use due 1/6/21 Renewal due 1/6/25
United States	MOTHER'S MARKET	Ava Ruha Corporation	85/745,733 10/4/12	4,712,868 3/31/15	REGISTERED Affidavit of Use due 3/31/21 Renewal due 3/31/25